

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-14-65648

HUD# 07-14-0387-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

DB THOMAS, LLC

1305 Bluff Street

Alden, Iowa 50006

MURPHY REALTY AND MANAGEMENT, INC.

208 East State Street

PO Box 476

Algona, Iowa 50511

JEANETTE GREIMAN

Countryside Apartments

Murphy Realty and Management, Inc.

208 East State Street

PO Box 476

Algona, Iowa 50511

COMPLAINANT

DAVID DELGADO

500 South 3rd Street

Clear Lake, Iowa 50428

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents terminated his and his family's tenancy due to their familial status, national origin, and race. On April 23, 2014, Respondents subsequently agreed to extend the termination date from May 31, 2014 to September 30, 2014.

Respondents own or manage the subject property, an apartment complex located at 1109 North 7th Street West Unit C, Clear Lake, IA 50428.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

6. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa’s Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

7. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Poster

8. Within thirty (30) days of the execution of this Settlement Agreement, Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf

http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

Relief for Complainant

9. Respondents agree to pay Complainant \$500.00 without any deductions. Respondents agree the Settlement Check will be made out to Complainant and will be mailed or delivered to Complainant at the address listed on page one of this Agreement, within two business days Respondents' receipt of Complainant's signed Agreement. Complainant shall be fully liable for any taxes associated with the settlement amount.

Respondents also agree to send a copy of the Settlement Check to the Commission within seven (7) days of issuing the check to Complainant.

10. Complainant agrees to vacate the subject property on or before September 30, 2014. Respondents agree to do a check-out of the rental unit, with Complainant and his representative present, to confirm that it has been turned over to Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree Complainant will not be held responsible for the repair of the rubber baseboard around the front of their tub or the repair of closet doors' sliding brackets.

Return of Complainant's rental deposit and any itemized list of deductions will be mailed to Complainant's forwarding address listed on page one of this Agreement

Respondents agree to follow the provisions of Iowa Code § 562A.12 Uniform Residential Landlord and Tenant Law.

Within thirty (30) days of Complainant vacating the subject property, Respondents agree to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage.

Reporting and Record-Keeping

11. Respondents shall forward to the Commission objective evidence that the Federal Fair Housing posters have been displayed, as evidence of compliance with Term 8 of this Agreement.

12. Respondents agree to send a copy of the Settlement Check to the Commission, within seven (7) days of issuing the check to Complainant, as objective evidence of compliance with Term 9 of this Agreement.

13. Within thirty (30) days of Complainant vacating the subject, Respondents agree to submit a written report to the Commission, detailing any charges deducted from Complainant's rental deposit for cleaning or damage to Unit C, as evidence of compliance with Term 10 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

DB Thomas, LLC, RESPONDENT

Date

Murphy Realty and Management, Inc., RESPONDENT

Date

Jeanette Greiman, RESPONDENT

Date

David Delgado, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION